

LEASE

THIS LEASE, made and executed in triplicate this 21st day of May, 1962, pursuant to the order of the Board of County Commissioners of King County, State of Washington, directing such lease, and recorded in Volume , Page , of the Records of King County Commissioners, by and between KING COUNTY, a municipal corporation, as Lessor, and VICTOR W. MARKOV, as Lessee,

WITNESSETH:

1. That the Lessor, in consideration of the rents and covenants hereinafter mentioned, does hereby lease and demise unto the Lessee and the said Lessee does hereby lease the following described premises situated on King County Airport, Boeing Field, in the County of King, State of Washington, to-wit:

A tract of land in Section 29, Township 24 North, Range 4 East, Willamette Meridian, described as follows: Beginning at a concrete monument designated as Monument "A" and having U. S. Coast and Geodetic Survey coordinate values of $x = 1,635,072.92$, $y = 200,642.04$; thence South $55^{\circ}40'24''$ West, 1,732.73 feet to the TRUE POINT OF BEGINNING; thence North $47^{\circ}52'10''$ West 118.46 feet; thence North $4^{\circ}27'51''$ West 178.75 feet; thence South $47^{\circ}52'10''$ East 118.46 feet; thence South $4^{\circ}27'51''$ East 178.75 feet, more or less, to the TRUE POINT OF BEGINNING; this tract containing an area of 14,550 square feet," more or less,

with appurtenances, for a term of eight (8) years, beginning on the first (1st) day of May, 1962, and ending on the thirtieth (30th) day of April, 1970.

2. The rental to be paid for said premises shall be the sum of \$873.00 per annum, and shall be paid in the following manner, to-wit: The sum of \$218.25 upon the execution hereof, the receipt of which is hereby acknowledged, and \$72.75 on the first day of each and every month thereafter to and including the first day of February, 1970. From the \$218.25 paid upon execution hereof, the sum of \$72.75 shall apply in payment of the rent of the first month of the term hereof and the balance of \$145.50 shall, in the event the Lessee shall perform all of the covenants herein to be performed by the Lessee, be applied as rent for the last two months of the term hereof.

3. If at any time during the term of this lease the Lessee shall fail to pay the rentals herein stipulated, then the Lessor, by and through its Board of County Commissioners, upon thirty (30) days' written notice to the Lessee, or the persons in possession of said premises, shall have the power and right to declare this lease forfeited, and the Lessee's equity in any and all improvements placed on the property by the Lessee shall then become the property of the Lessor.

4. This lease shall not be assigned or subleased unless such assignment or sublease shall first be authorized by resolution of said Board of County Commissioners and the consent in writing of at least two members of said Board of County Commissioners be endorsed upon this lease.

5. In the event of default by Lessee resulting in a forfeiture of this lease under any of the terms and conditions herein contained, all of the rentals paid under this lease shall be forfeited to the Lessor and shall be and remain the property of the Lessor as liquidated damages; and the Lessee, or its assignee, shall forfeit all rights and equity in any and all improvements upon said leased premises at the date

of forfeiture, and upon such forfeiture, the Lessor shall have the right to re-enter said premises and take full and absolute possession thereof.

6. The Lessee accepts the premises in their present condition, and agrees to return said premises to the Lessor at the termination of this lease in as good condition except for reasonable wear and tear. However, the Lessee shall have the right, during the existence of this lease, to construct, alter, attach fixtures, and erect additional partitions, in or about the premises hereby leased, provided such alterations, structures, or partitions shall not depreciate the value of the premises, all of which shall be subject to the prior written consent of the Airport Manager or the Board of County Commissioners.

7. It is also agreed between the Lessor and the Lessee that the premises will be used for the purposes providing the necessary facilities for the conduct of a petroleum, accessories, tires, lubricant sales and service business, and for no other purpose.

8. If at any time during the life of this lease the Lessee shall use the premises for other than the purpose leased, without first obtaining permission in writing from the Board of County Commissioners to do so, this lease shall be null and void.

9. Lessee hereby agrees to save and hold Lessor and/or Lessor's agents free and harmless from any and all costs, liability, damage or expense (including costs of suit and expenses of legal services) by reason of any injury or damage to persons or property sustained as a proximate result of the acts or omissions of Lessee, or any of his employees, or arising out of any condition of said leased premises or the use of said premises in the operation of Lessee's business in, on or about said premises. It is further agreed that Lessor shall not be liable to the Lessee for claims or damages arising from any defect in the construction of or the present condition of the premises, whether known or unknown, or for damage by storm, rain or leakage.

10. The Lessor, by and through its Board of County Commissioners, reserves the right to cancel this lease upon six (6) months' notice in writing to the Lessee or the persons in possession of the premises if the premises are required by the Lessor for the improvement or development of Boeing Field, and under such cancellation the Lessee or such persons in possession of the premises shall be reimbursed by the Lessor for the value of any improvements placed on the premises by the Lessee. In the event that the Lessor and the Lessee cannot agree upon the value of any improvements placed upon the premises herein described by the Lessee, the Lessor and the Lessee shall submit to have such value adjusted by arbitration in the manner following, to-wit: "The Lessee shall select one arbitrator and the Lessor shall select one, and the two so chosen shall select a third and such value shall be conclusively fixed by said Board of Arbitrators."

11. The Lessee shall allow Lessor and Lessor's agents free access to said premises at all reasonable times for the purpose of inspection of the same, or of making repairs or alterations to the area in which said premises are located or the airport facilities.

12. The Lessee shall have the right during the term of this lease to erect signs upon the premises hereby leased, provided that such signs be first approved in writing by the Lessor or its agent, and such signs so erected must be maintained in good condition and appearance.

13. Lessee in the conduct of its business in and on said premises will abide by and be governed by the rules and regulations promulgated by the Board of County Commissioners for King County, the United States Government or any department thereof,

and/or the State of Washington or any department thereof, for the governing of said Boeing Field.

14. The Lessee agrees that if any agent or employee of the Lessee employed on the premises herein described shall be found to be unsatisfactory by reason of his acts or omissions on said Boeing Field, said agent or employee shall be promptly removed from the airport by the Lessee upon written notice to that effect signed by the Board of County Commissioners.

15. This lease is made pursuant to authority of Chapter 87, Laws of 1901; Chapter 162, Laws of 1913; Chapter 110, Section 2, Am. Laws of 1941 and Chapter 41, Laws of 1951 of the State of Washington and all amendments thereto, and said laws are hereby and now incorporated in this lease and made a part hereof as fully as if set out word for word herein. This lease is also made subject to the limitations, restrictions, and conditions of that instrument of Transfer dated May 26, 1948, between the United States of America and King County, Washington, a municipal corporation.

IN WITNESS WHEREOF, this lease is executed in triplicate, on behalf of King County, the Lessor, by the Board of County Commissioners, and the County Auditor, attested by his seal of office, and also executed by the Lessee on the day and year first above mentioned.

COUNTY OF KING, STATE OF WASHINGTON

Ed Munro
ED MUNRO, Chairman

Scott Wallace
SCOTT WALLACE, Commissioner

R. M. Ford
R. M. FORD, Commissioner

BOARD OF COUNTY COMMISSIONERS
KING COUNTY, WASHINGTON

ATTEST:

ROBERT A. MORRIS, Clerk of the Board

Ralph R. Stender
Deputy

LESSOR

Victor W. Markov
VICTOR W. MARKOV

LESSEE

Approved as to form and legality this 14th day of May, 1962.

CHARLES O. CARROLL, Prosecuting Attorney

By James J. Kephner
Deputy

STATE OF WASHINGTON)
COUNTY OF KING } SS.

On this 21st day of May, 1962, before me personally appeared ED MUNRO, SCOTT WALLACE and R. M. FORD, to me known to be the County Commissioners of King County, Washington, and who together constitute the Board of County Commissioners of King County, Washington, the municipal corporation that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said municipal corporation, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument and that the seal affixed is the official seal of said municipal corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

Yvonne Monk
Notary Public in and for the State
of Washington, residing at Seattle

STATE OF WASHINGTON)
COUNTY OF KING } SS.

On this 16th day of April, 1962, before me personally appeared VICTOR W. MARKOV, to me known to be the person who executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act of said individual, for the uses and purposes therein mentioned, and on oath stated he was legally qualified to execute said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

Kenneth B. Shurt
Notary Public in and for the State
of Washington, residing at Seattle